



Request for Proposals

Aqueous Film Forming Foam (AFFF) Collection and Disposal

Proposals due by 5pm EST on Tuesday, February 15, 2022

**Indiana Finance Authority
Request for Proposals
Aqueous Film Forming Foam Collection and Disposal**

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I. INTRODUCTION

This Request for Proposals (“RFP”) is issued by the Indiana Finance Authority (“IFA”), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, to seek competitive proposals (individually, a “Proposal” and collectively, the “Proposals”) from qualified companies for the appropriate collection and disposal of Aqueous Film Forming Foam (“AFFF”) containing per/polyfluoroalkyl (PFAS), herein after referred to as a “Respondent.” The selected Respondent will be responsible for collecting AFFF materials from individual fire department facilities or consolidation points and properly storing, treating and disposing of the collected materials, as further described in this RFP.

IFA Staff, with the assistance of the Indiana Department of Environmental Management (“IDEM”), shall select the Respondent that submits a Proposal demonstrating the greatest ability to effectively manage the collection and disposal of AFFF materials in accordance with the goals stated in this RFP.

Respondents shall submit their Proposal to this RFP by *5pm EST on Tuesday February 15, 2022*. Upon selection, the Respondent shall enter into a Professional Services Agreement (the “Agreement”) with the IFA, a form of which is attached to this RFP as Exhibit C.

II. BACKGROUND

In order to limit the additional release of PFAS chemicals into the environment in Indiana, the IFA and IDEM have requested that local fire departments, airports and other sources allow this material to be collected and managed for proper disposal. The majority of the material that will be managed for collection is concentrated Class B AFFF. There may also be limited quantities of non-concentrated material handled under the Agreement. For the purposes of this RFP, all material that is to be collected and disposed under the Agreement shall be referred to as “AFFF Material.” **The IFA is aware that PFAS is not currently legally regulated as a hazardous substance or hazardous waste; however, the IFA is opting to have the AFFF Material managed and disposed of as hazardous waste regulated pursuant to the Resource Conservation and Recovery Act, 42 USC 6901 et seq. and the Respondent should prepare its bid accordingly.**

III. SCOPE OF WORK

A. Services to be Provided

The Respondent’s scope of services to be provided must include, but is not limited to, the following:

The Respondent will collect AFFF Material from fire departments, and other locations throughout Indiana (“Collection Locations”). The Respondent will then transport the AFFF Material from Collection Locations to the approved Transfer Facility, as defined at 40 CFR 260.10 (and incorporated at 329 IAC 3.1 -1-7) for the temporary storage of the AFFF Material.

AFFF Material shall be temporarily stored prior to loading for transport to the ultimate destination for disposal at an IFA-approved Hazardous Waste Land Disposal Facility, as defined at 40 CFR 260.10, and, subject to the terms of this RFP and the Agreement.

The contract award date is expected to be no later than *April 1, 2022*. The Respondent will be required to collect, store, transport, treat and properly dispose of the AFFF Material under the terms of the Agreement which will commence on the date that the Agreement is executed by the IFA and will conclude on December 31, 2024 or upon Respondent's notification of completion to IFA and IFA's approval. At this time, there are approximately 46,000 gallons (much of which is in non-bulk containers) of AFFF Material that have been identified at locations within Indiana through a survey recently conducted by IDEM (attached as Exhibit A). Upon award of the contract, the IFA will provide the Respondent with a list of known locations where AFFF Material is to be collected, which will be supplemented as additional stores of AFFF Material are identified during the term of the Agreement.

The Respondent must agree to provide all services and pay all fees necessary for the pick-up, handling, safe transportation, storage, treatment, and disposal of AFFF Material in accordance with all local, state, and federal laws and regulations. It is expected that AFFF Material will be ready for pick up on or after May 1st, 2022. The IFA or designated IDEM/IDHS representatives will notify the Respondent when AFFF Material is available for collection and transportation from Collection Locations and the volume to be collected at each Collection Location.

The Respondent will be responsible for the collection, temporary storage, transportation, treatment and/or proper disposal of the AFFF Material which shall be characterized and managed as hazardous waste under the Resource Conservation and Recovery Act (RCRA), 42 USC 6901 et seq.

The Respondent may be required to obtain specific access credentials for all personnel as required by any facility security plans. The Respondent is responsible for any costs associated with obtaining these credentials. The Respondent agrees that its personnel and equipment are subject to safety and security inspections by the Project Program Manager ("PPM"), a designated employee of the State of Indiana, while on any limited access property or performing any activities described in this RFP or governed by the Agreement.

All materials must be shipped using uniform hazardous waste manifest or other shipping documents that meet the requirements IC 13-22-4 Et seq. The Respondent shall have the responsibility of properly filling out the manifest and obtaining the signature of each generator as required, pursuant to 40 CFR Part 262, and 40 CFR Part 263, at each Collection Location.

Prior to shipping, the Respondent must assure that all AFFF Material is properly contained and properly labeled. Transporters shall meet all Department of Transportation requirements for the transportation of hazardous wastes and all standards required for transporters pursuant to RCRA

under 40 CFR Part 263. The Respondent needs to provide a Certificate of Insurance or other documents to demonstrate that it has sufficient coverage for any event that results in liability that may be incurred during the collection, transportation, and storage of the AFFF Material. The Respondent shall be responsible for all costs incurred during the Respondent's handling, transportation and management of such material, including any costs that may result from a release or releases of the AFFF Material.

All of the Respondent's personnel performing work associated with the Agreement must be qualified to perform the activities for which he/she is responsible. Respondent shall submit in writing the names and qualifications of personnel performing the work. Qualifications may be demonstrated through training records, certifications or other similar records required under applicable federal, state and local laws, regulations and/or ordinances. Any changes or updates to personnel/qualifications must be submitted within 5 days of the change.

B. Logistics of Collection and Disposal:

AFFF Material will be collected by the Respondent from Collection Locations throughout Indiana.

The approximate volume of AFFF Material at each Collection Location will be provided to Respondent prior to pick-up. A contact person at the Collection Location will also be provided to the Respondent. The Respondent is responsible for contacting and making all necessary arrangements associated with each collection site.

Any Transfer Facility or Facilities and the Hazardous Waste Land Disposal Facility shall be approved based on the information provided by Respondent as set out in the Agreement. Any change to the approved Facilities after the Execution of the Agreement must be made in writing and approved by the IFA prior to such change. The Respondent must notify the PPM within three (3) business days after the removal of materials from any Collection Location and must maintain all records required per the Agreement. After removal of the AFFF Material, the Respondent must provide to the PPM a list of the containers and quantity (gallons) in each shipment to a Storage Facility or Disposal Facility.

The Respondent must provide documentation with the bid that the Transfer Facilities and Disposal Facilities that it proposes to use are permitted as a RCRA Hazardous Waste Treatment, Storage or Disposal Facility. IFA has opted to dispose of the AFFF Material as RCRA hazardous waste to assure that the management and disposal of such waste does not cause environmental issues in the future. IFA must pre-approve transfer and disposal facilities proposed by the Respondent.

The Respondent must have a serviceable, compatible spill kit on hand during all pick-ups and all necessary and appropriate personal protective equipment (PPE) for handling of the AFFF

Material. The Respondent is responsible for the proper cleanup and disposal of any spills or releases occurring during the pick-up and transportation of the AFFF Material covered under the Agreement and for any safety requirements for its personnel.

All work must be completed no later than December 31, 2024.

IV. GUIDELINES FOR RESPONSE

In order to be considered a complete response, the Respondent's Proposal must include all aspects outlined in this section.

The Respondent's Proposal shall include the following:

- **Letter of Transmittal** (not to exceed one (1) page)
 - The Respondent shall include a signed letter of transmittal, including a certification that, to the best of the Respondent's knowledge, all information provided therein is accurate and complete. Any false or misleading information may result in disqualification of the Respondent, at the IFA's discretion.
- **Introduction** (not to exceed Two (2) pages)
 - Include any introductory remarks, such as briefly describing the Respondent's background, management, facilities, staffing, related experience, and financial stability.
- **High-Level Overview** (not to exceed Two (2) pages)
 - Provide a narrative describing the general conceptual approach to the delivery of the specific services and any other information the Respondent believes is relevant.
- **Answers to Questions**
 - The Respondent must respond to all the questions listed in Section V of this RFP. The Respondent's answers must be numbered and labeled in the order provided in Section V of this RFP.
- **Completed Forms**
 - The Respondent shall complete and sign Forms I and II, both of which are attached as Exhibit B to this RFP.

V. QUESTIONS FOR RESPONDENTS

Respondent's Background and Experience

1. What is your ownership structure? Please provide a breakdown of firm ownership percentages, specifically identifying levels of ownership of women, minorities, disabled

individuals, and military veterans where possible. If your firm has a formal policy on workplace diversity, please submit it along with your RFP response.

- a. Please provide an organization chart and resumés for the proposed service team and support staff that will be directly involved in this engagement. Please identify the primary contact person and describe the role of each key person.
 - b. Respondent shall include the name, address, email, and telephone number of an individual with authority to answer questions or clarify their Proposal.
2. Describe any current and known foreseeable litigation, potential litigation, or claim exposure that would adversely affect your ability to perform.
3. Please provide a brief history of your experience in the collection and disposal of AFFF Material.
4. Please provide acknowledgment and acceptance of any and all liabilities or fines related with the pick-up, handling, transportation, and disposal of AFFF Material.
5. Please provide at least two references.
6. Please describe what presence or ties, if any, the Respondent has in Indiana. Such “presence” can be demonstrated by the percentage of Respondent’s full-time employees or employees who spend more than half their time in Indiana and having physical offices or a principal place of business located in Indiana. Please cite with supporting data.
7. Please provide proof of liability insurance and levels of insurability related to the pick-up, handling, transportation, and disposal of AFFF Material.

Respondent’s Company Policy Information

Respondent shall provide a summary of its policies on:

- Prohibition of discriminatory employment practices.
- Affirmative action/equal opportunities.
- Use of Minority Business Enterprises.
- Use of Women-owned Business Enterprises.
- Enforcement of Drug-Free Workplace Initiatives.
- Disaster Recovery Policy.

Pricing

8. The Respondent must provide a pricing schedule for the proposed Activities. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

- a. Respondent shall include a detailed proposal(s) for all fees and costs that would be incurred, including information regarding preferred compensation structure (i.e., hourly rate, lump sum, percentage of work complete, or other criteria). The proposal shall show pricing for the initial collection of AFFF material from individual fire departments or consolidation points identified by the survey and attached to this RFP in the table titled “Initial Collection From Sites From Survey.” The proposal will also show pricing for collection of AFFF material from individual fire departments or consolidation points after initial collection process and over the agreement period ending on December 31st, 2024 in the table titled “After Initial Collection Over Agreement Period.”
 - b. Respondent should identify any additional terms of the Agreement that it feels need to be further negotiated between the IFA and the Respondent.
8. Price proposals must include all costs, including but not limited to, labor, handling, transportation, disposal, and the preparation of the required documentation to transport the materials safely and properly to its disposal destination.
9. Transportation line must include the per mile charge to and from the pickup location(s).
10. By submitting its proposal, the Respondent certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Respondent.
11. The Respondent must identify the proposed disposal location(s), identify a contact person at the proposed disposal location, and provide pricing for disposal options through a fully permitted and licensed Treatment, Storage and Disposal Facilities (TSDF). The material collected is for disposal only and cannot be sold, transferred or used for personal or commercial purposes.

“Initial Collection From 113 Sites in Survey (Exhibit A)”

Description	Unit of Measure	Unit Cost	
Transportation	Per mile	\$_____	
Handling bulk liquid AFFF	Gallon	\$_____	
Handling non-bulk AFFF	Gallon	\$_____	
Disposal of concentrate and non-concentrate material	Ton/Gallon	\$_____	
275 Gallon bulking tote to any of the consolidation points	Each	\$_____	
Overpacking of unsuitable container	Per Container	\$_____	
Total Per Gallon Cost (Not To Exceed Price – All Costs Included Above)		\$_____	

“After Initial Collection Over Agreement Period.”

Description	Unit of Measure	Unit Cost	
Transportation	Per mile	\$_____	
Handling bulk liquid AFFF	Gallon	\$_____	
Handling non-bulk AFFF	Gallon	\$_____	
Disposal of concentrate and non-concentrate material	Ton/Gallon	\$_____	
275 Gallon bulking tote to any of the consolidation points	Each	\$_____	
Overpacking of unsuitable container	Per Container	\$_____	
Total Per Gallon Cost (Not To Exceed Price – All Costs Included Above)		\$_____	

VI. EVALUATION OF PROPOSALS

Mandatory Requirements

1. The Respondent's Proposal must be a complete response, including all aspects outlined in Section V of this RFP.
2. The Respondent must have previous experience with the collection and disposal of AFFF or successful execution of a similar project.
3. Willingness to establish a physical presence within the state or maintain existing presence.

VII. TIMELINE

This RFP is being issued on January 20, 2022 ("Issue Date"), and will be posted on the IFA website. If a Respondent intends to provide a Proposal, the Respondent should provide its contact information (including email address) to the Authorized Representative (as defined below) upon receipt hereof. The IFA may elect to issue addenda to this RFP, which will also be posted on the IFA's website. If a Respondent provides its contact information, the IFA will also provide a copy of the addenda to the Respondent by email. Any questions related to this RFP must be received by the Authorized Representative in writing (email is acceptable) by February 1, 2022. At the discretion of the Authorized Representative, responses to pertinent questions will be provided to all self-identified intended Respondents and posted on the IFA's website in a fair and equitable manner. The Authorized Representative and pertinent contact information is as follows:

Erica Walker
Indiana Finance Authority, Program Manager
(317) 233-7333
erwalker@ifa.in.gov

Following the Issue Date, the Respondent shall not contact any person who is an employee, officer, elected official or agent of the State, its agencies or instrumentalities, an employee, officer, member or agent of the IFA or IDEM, with respect to this RFP, except the Authorized Representative identified above. The IFA may disqualify the Proposal of any Respondent who makes such contact.

A Proposal shall be delivered by email to the Authorized Representative at the email address provided above no later than *5 pm February 15, 2022* (the "RFP Due Date"). The IFA shall disqualify any response not received by such date or which does not follow the procedures and guidelines described in this RFP.

Following receipt of the responses, the Authorized Representative may contact the Respondent for clarification and questions with respect to the contents of the Proposal. Following a review period by the IFA, it is anticipated that candidates selected as finalists will make initial presentations to the IFA and IDEM or their designees as early as March 1, 2022 with program implementation commencing as early as May 2022. The IFA reserves the right to alter the anticipated timeline at any time to allow for contract negotiation as well as adjustments to changes in the investment environment. Therefore, if a Respondent's Proposal has an expiration date, please reflect it in the Proposal.

VIII. CONTRACTUAL TERMS

If selected, the Respondent shall enter into negotiations to come to an Agreement with the IFA. If the parties are unable to come to terms, the IFA reserves the right to enter negotiations with another Respondent. The Respondent shall review the Form of Professional Service Agreement in Exhibit C to this RFP, which contains key contractual provisions that will not differ materially in the Agreement. By responding to this RFP, the Respondent acknowledges such provisions will be in the Agreement.

IX. MISCELLANEOUS

Confidentiality of Proposal

The Respondent's Proposal is not confidential and will be subject to disclosure in its entirety except the parts of the Proposal that may be treated as confidential, in the sole discretion of the IFA, in accordance with Indiana Code 5-14-3 ("Public Records Act"). Each Respondent, by submitting a Proposal, consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

Upon receipt of a records request, the IFA will work with the Respondent to develop a redacted version of its Proposal, containing only those redactions consistent with the Public Records Act. The Respondent's submission of a redacted form of its Proposal will confirm the Respondent's intent to defend against any challenges as to the adequacy of the response to a public records request, including but not limited to the Respondent's agreement to pay all costs and fees (including attorneys' fees and costs) incurred by the IFA or the Investment Board in connection with any litigation, proceeding or request for disclosure, including in the event that the IFA or the Investment Board determines, in its sole discretion, to intervene or participate in such proceeding.

Notwithstanding any proposed redactions and/or claims of exemption asserted by any Respondent, the IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Under no circumstances will the IFA or its employees, agents (including the Authorized Representative), or members, or IDEM, be responsible or liable to a Respondent or any other party as a result of disclosing any such materials, including the redacted material, whether the disclosure is deemed required by law or by an order of court or occurs through

inadvertence, mistake or negligence on the part of the IFA, or its employees, agents, or members, or the Investment Board.

Submission of Proposal constitutes the Respondent's agreement to the provisions of this section of the RFP.

Communication Between Respondent and Authorized Representative

The Authorized Representative is the sole point of contact concerning this RFP. Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this RFP prior to submission of a Proposal.

The Authorized Representative may also communicate with Respondent's via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication through this RFP process.

Amendments to RFP

The IFA reserves the right to cancel this RFP, modify the RFP, modify the process, or the defined Scope of Services. This RFP does not commit or bind the IFA or the Investment Board to enter into an Agreement or proceed with the procurement described herein.

Proposal is an Offer

A Proposal submitted to this RFP is a binding offer valid for one hundred eighty (180) days after the RFP Due Date. If a Proposal is submitted before the RFP Due Date, the Respondent may withdraw its Proposal at any time prior to the RFP Due Date by submitting a written withdrawal request. Such withdrawal request must be addressed to the Authorized Representative and be signed by the Respondent's duly authorized representative.

A Respondent may submit an amended Proposal before the RFP Due Date. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the submission.

X. EXHIBITS

- A. List of AFFF Locations and Estimated Amounts
- B. Forms I and II
- C. Key Contractual Provisions

Exhibit A

Site	Agency Name	Addresses of Facilities	Quantity of Foam	Container Types	Stored in Apparatus or Equipment	Stored in Apparatus/ Equipment (Gallons)	Total Estimated Quantity (Gallons)
1	ADVANCE VOLUNTEER FIRE DEPARTMENT	106 east wall st, po box 4 ADVANCE, IN 46102 US	76-100 gallons	Container smaller than a 55-gallon drum	No		100
2	Alexandria Fire Department	212 S.Harrison St. Alexandria , IN 46001 US	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	Yes	60	500
3	Bippus volunteer fire dept	8227 n 900 w Huntington, IN 46750 US	101-500 gallons	Tank	No		500
4	Birdseye Vol. Fire Dept.	308 S. SR 145 Birdseye IN 47513 US	26-50 gallons	Container smaller than a 55-gallon drum	Yes	21	50
5	Boonville Fire Department	410 South 4th Street, Boonville, IN 47601 , IN 47601 US	51-75 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	No		75
6	Brown County Volunteer Fire Department	231 E. Main St, PO Box 183 Nashville, IN 47448 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
7	Brownsburg Fire Territory	470 E. Northfield Drive Brownsburg Indiana 46112	1-25 gallons	Other: 5 gallon jugs	No		25
8	Buck Creek Township Fire Department	5809 airport blvd Greenfield, Indiana 46140	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	Yes	40 gallons	500
9	Chalmers community volunteer fire dept. Inc.	PO Box 68, 205E Walnut St. Chalmers, IN. 47929, US	1-25 gallons	Container smaller than a 55-gallon drum	No		25

10	Chesterton Fire Department	702 Broadway Chesterton, IN 46304 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
11	City of Columbus IN. Fire Department	2770 Verhulst St. Columbus IN. 47203	101-500 gallons	Container smaller than a 55-gallon drum, Other: (25) 5 gallon buckets	No		180
12	City of Richmond Fire Dept.	1740 S 8th St Richmond, IN 47374	76-100 gallons	Container smaller than a 55-gallon drum	Yes	180 Gallons	280
13	Clay Fire Territory	18776 Cleveland Rd. South Bend, IN 46637 51775 Portage Rd. South Bend, IN 46628 13981 State Road 23, Granger, IN 46530 12481 Anderson RD. Granger, IN 46530	More than 500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum, Container larger than 55-gallon drum, Tank, Other: 5 Gallon, 55 Gallon Drum, 275 Gallon Totes	Yes	Trailers: Foam 24 and 25 are quipped with 2 - 275 gallon totes, per trailer.	500
14	Cleveland Twp Fire Department	29515 Cr 6 Elkhart IN 46514 Elkhart, IN 46514 US	1-25 gallons	Container smaller than a 55-gallon drum	Yes	20	45
15	Cleveland Twp Fire Department	29515 Cr 6 Elkhart IN 46514 Elkhart, IN 46514 US	26-50 gallons	Other: 5 gallon pails	Yes	10 gal	60
16	Clinton Township Vol Fire Department	3969W CR 400 S, Logansport , IN 46947 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50

17	Columbia Township Fire Department	22 E Radio Road Columbia City, IN 46725 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
18	Concord Township Fire Department	23625 COUNTY ROAD 18 ELKHART, IN 46516 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
19	Crawfordsville Fire Department	100 S. Water St., Crawfordsville, IN & 1509 E. Main St., Crawfordsville, IN.	76-100 gallons	Container smaller than a 55-gallon drum	No		100
20	Crown Point Fire/Rescue	126 N. East Street, Crown Point, IN 46307 US	76-100 gallons	55-gallon drum	No		100
21	Decatur Fire Dept	206 S 7th St. Decatur, IN 46733 US	76-100 gallons	Container smaller than a 55-gallon drum, Other: 5 Gallon pales	No		100
22	Department of Public Safety	St. Joseph County Airport Authority / South Bend International Airport, 4821 Lincoln Way West South Bend, IN 46628 US	More than 500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum, Tank	Yes	Approximately 200 gallons on each truck, 3 trucks total (600 + gallons)	1100
23	Dubois Volunteer Fire Department	4579 N 2nd St Dubois, IN 47527 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
24	Eaton Fire Department	602 e harris st Po box 276 eaton, IN 47338 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25

25	Edwardsport Vol Fire Department	406 S 5th Street , Edwardsport IN 47528 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
26	Elwood Fire Department	6923 N SR 28W Elwood, IN 46036 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
27	Emergency Services Education Center	700 N High School Rd Indianapolis, 46214 US	101-500 gallons	55-gallon drum	No		500
28	Evansville Fire Department	550 SE 8th St. Evansville, IN 47713 US	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	No		500
29	Evansville Regional Airport	7801 Bussing Drive Evansville, IN 47725 US	101-500 gallons	Container larger than 55-gallon drum	Yes	600 gallons	655
30	Evonik Tippecanoe Laboratories Fire Department	1650 Lilly Road Lafayette, IN 47909 US	More than 500 gallons	55-gallon drum, Other: 26 drums total.	Yes	There is approximately 21,500 gallons of AR-AFFF in fixed systems across the site	21500
31	Fairbanks Fire & Rescue	6282 West Market St. Fairbanks, IN 47849 US	51-75 gallons	Container smaller than a 55-gallon drum	No		75
32	Fairplay Grant Fire Protection Territory	206 Charlotte , PO Box 192 Switz City, IN 47465 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
33	Farmland Vol Fire Department	200 E Fire St., Farmland , IN 47340 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
34	Ferdinand Fire Department	221 East 4th Street, Ferdinand, IN 47532	1-25 gallons	Container smaller than a 55-gallon drum	No		25

		PO Box 31, US					
35	Fishers Fire and Emergency Services	15263 East 104th St Fishers, IN 46040	101-500 gallons	Container larger than 55-gallon drum	No		500
36	Fountaintown Comm. Vol Fore Dept	141 E Brookville Rd, Fountaintow n In 46130 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
37	Friendship Volunteer Fire Department, Inc.	P.O. Box 50 Friendship, IN 47021 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
38	Gary/Chicago International Airport - Gary, IN	6001 Airport Road Gary, IN 46406 US	More than 500 gallons	55-gallon drum	Yes	we have 420 gallons in our crash vehicles	920
39	Georgetown Township Fire Protection District	5610 Corydon Ridge Rd. Georgetown, IN 47122 US	101-500 gallons	55-gallon drum	No		500
40	German Township Volunteer FD	8400 St Wendel Rd Evansville, IN 47720 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
41	Gill Township Vol. Fire Department	2003 2nd Street, Merom , IN 47861 US	101-500 gallons	Container smaller than a 55-gallon drum	No		500
42	Greencastle Fire Department	107 S. Indiana St. Greencastle, In 46135	More than 500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	No		500
43	Greenfield Fire Territory	17 W. South St. Greenfield, IN 46140 210 W. New Rd. Greenfield, IN 46140	51-75 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	Yes	25	75
44	Greenwood Fire Department	1244 West Fry Road, Greenwood, IN 46142	101-500 gallons	Container smaller than a 55-gallon drum, Other:	Yes	46 - 5 gallon buckets stored on apparatus	230

		1090 West Cutsinger Road, Greenwood, IN 46143		5 Gallon Buckets			
		755 North Graham Road, Greenwood, IN 46143					
45	Henry County Emergency Management	527 N. Hillsboro Road New Castle, IN 47362	26-50 gallons	Container smaller than a 55-gallon drum	No		50
46	Huntington Fire Department	1333 Etna Ave. Huntington, IN 46750	More than 500 gallons	Tank	No		500
47	Hymera Fire Department, Inc	P.O. Box 78, 106 E Jackson St Hymera, IN 47855 US	101-500 gallons	Container larger than 55-gallon drum	No		500
48	Indiana university	1200 waterway blvd, Indianapolis , IN 46202 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
49	Jasper Fire Department	309 E 6th Street Jasper, IN 47546 US	51-75 gallons	Container smaller than a 55-gallon drum	No		75
50	Jefferson Twp Fire Dept	9975 E Jefferson St Otwell, IN 47564 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
51	Kasier Warrick FD	4200 W SR 66 Newburgh , IN 47630 US	More than 500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum, Container larger than 55-gallon drum, Tank	Yes	500	1000
52	Kendallville Fire Department	307 West Drake Road. Kendallville In 46755	101-500 gallons	55-gallon drum	No		500

53	Kingman Volunteer Firefighters Inc	16 East Vine Street, PO Box 91 Kingman, IN 47952 US	76-100 gallons	Container smaller than a 55-gallon drum, Other: 10 5 gal pails AFFF and 7 unknown 5 gal pails	No		100
54	Lafayette Township Fire Protection District	7020 US Hwy 150 Floyds Knobs, IN 47119	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	No		500
55	Lake Station Fire Department	1876 Fairview Ave. Lake Station In. 46405	51-75 gallons	Other: 5 gal plastic buckets	No		75
56	Lakeville Fire Department	117 S. Main Street, P.O. Box 223 Lakeville, IN 46536 US	76-100 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	Yes	25 gallons on a tanker	125
57	LaPorte County Hazmat	362 Zigler Rd LaPorte, IN 46350 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
58	Liberty Center Vol. Fire Department	2600 S. 300 W. Liberty Center, IN 46766 US	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum, Other: 275 gallon tote	No		500
59	Liberty Twp Fire Dept	305 S State St, North Liberty, IN 46554PO 813, US	51-75 gallons	Container smaller than a 55-gallon drum, 55-gallon drum	Yes	Brush truck has a 5 gallon foam tank.	80
60	Liberty Volunteer Fire Dept	1 S. Fairground St LIBERTY, IN 47353 US	101-500 gallons	Container smaller than a 55-gallon drum	No		500
61	Marrs Twp. Volunteer Fire Department	3030 S. St. Philips Road Mt. Vernon, IN 47620 US	51-75 gallons	Container smaller than a 55-gallon drum	No		75
62	Mentone Vol. Fire Department	201 W Main St, Mentone,	1-25 gallons	Container smaller than	No		25

		IN 46539, USA		a 55-gallon drum			
63	Middlebury Fire Dept.	117 N Maine street Middlebury,I N 46540 , IN 46540 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
64	Mishawaka Fire Department	333 E. Douglas Road Mishawaka IN 46545	101-500 gallons	Container smaller than a 55-gallon drum, Other: 5 gallon pails	No		500
65	Monroe Volunteer Fire Department	233 Tower Dr., Monroe, IN, 46772 US	76-100 gallons	Container smaller than a 55-gallon drum, 55- gallon drum, Other: Several 5 gallon containers	No		100
66	Mount Etna VFD	117 N Maine street Middlebury,I N 46540 , IN 46540 US	101-500 gallons	Container larger than 55-gallon drum	No		500
67	Muncie Fire Department	Muncie Fire Department Station #1 421 E. Jackson Muncie, IN 47305	101-500 gallons	Container larger than 55-gallon drum, Other: IBC	No		100
68	Needham Community Vol Fire Dept	6822 E 350 N, Needham 46162, IN US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
69	North Vernon Fire Department	2000 N Madison Ave North Vernon, IN 47265 US	101-500 gallons	Container smaller than a 55-gallon drum	No		500
70	Northeast Fire & Ems Territory	13415 State St Grabill, IN 46741 United States	76-100 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	No		100
71	Orleans Fire Dept	161 East Price Ave Orleans, IN	1-25 gallons	Container smaller than a 55-gallon drum	Yes	5 gallons	30

		47452 US					
72	Otter Creek Twp. Volunteer Fire Dept.	5701 N. Clinton St. Terre Haute, IN 47805 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
73	Otterbein Area Volunteer Fire and Rescue	P.O. Box 577, Otterbein , IN 47970 US	1-25 gallons	Container smaller than a 55-gallon drum	Yes	10	35
74	Parker Volunteer Fire Department	247 E Howard St, Parker City , IN 47368 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
75	Pendleton Fire	100 S Broadway , Pendleton 46064, IN US	101-500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	No		500
76	Perry Twp VFD, Inc	PTVFD Station 2--11 S. William Rd Evansville 47712; 10801 Old Henderson Rd Evansville 47712	76-100 gallons	Container smaller than a 55-gallon drum, Tank	Yes	40 gal mentioned above	100
77	Pigeon Township Volunteer Fire Department	11922 Yellowbanks Trl. Dale, IN 47523	51-75 gallons	Container smaller than a 55-gallon drum	Yes	20 in on board foam tank	95
78	Pike Township Fire Dept.	4881 W. 71st St Indianapolis, IN 46268 US	101-500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	Yes	200 gallons	700
79	Pipe Creek Township Volunteer Fire Department (52-008)	339 W Pearl Street Bunker Hill, IN 46914 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
80	Plain Township Volunteer Fire Department	6396 N old state road 15 , IN 46539 US	26-50 gallons	55-gallon drum	No		50
81	Portland Fire Department	1616 N Franklin St Portland, IN	101-500 gallons	55-gallon drum, Container larger than	No		500

		47371 US		55-gallon drum			
82	Posey Township Clay County Volunteer Fire Department Inc.	503 E. Columbus St., P.O. Box 32 Staunton, IN 47881, IN US	1-25 gallons	Other: 5 GALLON BUCKET	Yes	10 gallons	25
83	Prairieton Fire	3862 Hotel Street, PO Box 68 Prairieton , IN 47870 US	1-25 gallons	Container smaller than a 55-gallon drum, Other: 5 gal bucket	No		25
84	Purdue University Fire Department	Purdue University Airport 1501 Aviation Drive West Lafayette, IN 47907	More than 500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	Yes	540 Gallons	1040
85	Reelsville VFD	7748 South County Road 625 West Reelsville, IN 46171 US	1-25 gallons	Container smaller than a 55-gallon drum	Yes	20 gallons	25
86	Riley Fire Department	6633 St Rd 159 Terre Haute, IN 47802 US	76-100 gallons	Container smaller than a 55-gallon drum	No		100
87	Rushville Fire Department	217 smiley ave. Rushville, IN.46173	1-25 gallons	Container smaller than a 55-gallon drum	Yes	The product is stored in an container that also has some training equipment stored at our training facility	25
88	Seward Twp. / BURKET Fire Dept.	108 N Walnut , PO Box 35 Burket, IN 46508 US	1-25 gallons	Container smaller than a 55-gallon drum, Other: 5 gal buckets	No		25
89	Shirley Fire Department	212 Main Street, P.O. Box	26-50 gallons	Container smaller than a 55-gallon drum	No		50

		57Shirley, IN 47384US					
90	South Bend Fire Department	Equipment Services Division - 1045 W. Sample Street, South Bend, IN	101-500 gallons	Container smaller than a 55-gallon drum, 55-gallon drum, Container larger than 55-gallon drum	Yes	33	500
91	Southwest Central Fire Territory	19971 Kern Road, South Bend, IN 46614-5735; 23626 Fillmore Road South Bend, IN 46619	101-500 gallons	Container smaller than a 55-gallon drum	No		500
92	Sugar Creek Township Fire Department	3545 S 600 W New Palestine, IN 46163 US	101-500 gallons	Container smaller than a 55-gallon drum	Yes	20	520
93	Swayzee Volunteer Fire Dept	108 N Washington, Swayzee Swayzee, IN 46986 US	76-100 gallons	Container smaller than a 55-gallon drum	Yes	30	130
94	Terre Haute Fire Department	25 Spruce St Terre Haute, IN 47807 US	76-100 gallons	Container smaller than a 55-gallon drum	No		100
95	Thorncreek Township Fire Department	821 E. 500 North, Columbia City , IN 46725 US	101-500 gallons	Container smaller than a 55-gallon drum	No		500
96	Tippecanoe County EMA	2640 Duncan Road Lafayette, IN 47904	None	Container smaller than a 55-gallon drum	Yes	5 gallon	5
97	Tippecanoe Township Volunteer Fire Department	629 N 6th Street, Suite J Lafayette, IN 47901, US	76-100 gallons	Container smaller than a 55-gallon drum	Yes	60 gallons	160
98	Turman Township Vol.Fire Department	2442 North State Road 63, Sullivan	1-25 gallons	Container smaller than	No		25

		, IN 47882 US		a 55-gallon drum			
99	Uniondale Volunteer Fire Department	PO Box 22, 0755 W. Railroad St Uniondale, IN 46791 US	76-100 gallons	Container smaller than a 55-gallon drum	No		100
100	Van Buren Twp. Vol Fire Dept.	10080 N Harmony Hickory St Brazil, IN 47834 US	1-25 gallons	Other: Three 5 Gal. buckets	No		25
101	Vernon Township Fire Department	Vernon Township Fire Dept. Station 432 7580 Form St. McCordsvill e, IN 46055	26-50 gallons	Container smaller than a 55-gallon drum	No		50
102	Vincennes Fire Department	928 Vigo st. Vincennes , IN 47591 US	26-50 gallons	Container smaller than a 55-gallon drum, Tank, Other: On board tanks	No		50
103	Vincennes Township Fire District	1265 S Hart Street Rd VINCENNE S, IN 47591 US	101-500 gallons	Container smaller than a 55-gallon drum	No		500
104	Vol Fire and Rescue of Harrison Twp	8475 Waverly Road, Martinsville IN 46151 US	26-50 gallons	Tank	Yes	25 to 50 gallons total in two fire truck tanks	100
105	Wabash Fire Department	1000 N. Wabash St. Wabash, IN 46992 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
106	Warsaw-Wayne Fire Territory	3000 North Airport Rd, Warsaw In 46582	More than 500 gallons	Tank	No		500
107	Washington Twp Fire Department	1834 West Wallen Rd Fort Wayne, IN 46818 US	101-500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	Yes	Engine 61 20 Gallons Engine 62 20 Gallons	540

108	Washington Twp./Buck Creek Vol. Fire Dept.	7400 Railroad St. Buck Creek, IN 47924 US	26-50 gallons	Container smaller than a 55-gallon drum	No		50
109	White River Township Fire Department	Training Facility 490 S Morgantown Rd Greenwood, IN 46143	26-50 gallons	Container smaller than a 55-gallon drum	No		50
110	Whitestown Fire Department	2965 S 575 E , Whitestown, IN 46075 US	1-25 gallons	Container smaller than a 55-gallon drum	No		25
111	Winchester Fire Department	113 E Washington ST Winchester, IN 47394 US	51-75 gallons	Container smaller than a 55-gallon drum	Yes	40 gallons	115
112	Winona Lake Fire	1000 Kings Hwy Winona Lake In 46590	1-25 gallons	Container smaller than a 55-gallon drum	No		25
113	Zionsville Fire Department	St 292 998 S US 421 Zionsville, IN 46077	101-500 gallons	Container smaller than a 55-gallon drum, 55- gallon drum	Yes	50	500

TOTAL

46, 320

Exhibit B

Forms I and II

FORM I - INFORMATION REGARDING RESPONDENT FIRM

Name of Respondent Firm: _____

Name of Contact Person: _____

Title of Contact Person: _____

Address of Contact Person: _____

Telephone No. of Contact Person: _____

Email of Contact Person: _____

Business Organization (check one):

Corporation (If yes, complete Sections A-B and the Certification form for the corporation)

Partnership (If yes, complete Sections A-C and the Certification form for each member.)

Joint Venture (If yes, complete Sections A-C and the Certification form for each member.)

Limited Liability Company (If yes, complete Sections A-C and the Certification form for each member.)

Other (If yes, describe and complete Sections A-C and the Certification form)

A. Firm Name: _____

B. CEO/Chairman Name: _____

Address of Firm Headquarters: _____

Federal Tax ID No: _____

Year Established: _____

Jurisdiction in which Firm Established: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below.

<u>Name of Firm</u>	<u>Role</u>

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to represent these matters on behalf of the firm:

By: _____
Title: _____

Print Name: _____
Date: _____

FORM II – CERTIFICATION

Respondent: _____

Name of Firm: _____

1. Has the firm or any affiliate, or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years?

Yes

No

If yes, please explain:

2. Has the firm or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes

No

If yes, please explain:

3. Has the firm or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years?

Yes

No

If yes, please explain:

4. Has the firm or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

Yes

No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years?

Yes

No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

6. Has the firm or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

Yes

No

If yes, please explain:

7. Has the firm or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes

No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes

No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to represent these matters on behalf of the firm:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit C

INDIANA FINANCE AUTHORITY

PROFESSIONAL/PERSONAL SERVICES AGREEMENT

This Professional/Personal Services Agreement (“Agreement”), by and between the Indiana Finance Authority (“the IFA”) and TBD whose address is TBD (“the Service Provider”), is entered into upon the terms and conditions set forth herein. In consideration of the mutual undertakings and covenants contained herein, the parties agree as follows:

1. **Duties and Services.** The Service Provider shall provide the services more specifically described in the Exhibit A attached hereto and incorporated by reference (the “Services”). The Service Provider understands that the Services will be delivered at the direction of the IFA.
2. **Consideration.** The Service Provider shall be compensated [on an hourly basis at the rates provided] [as more specifically described] in the Exhibit B attached hereto and incorporated by reference. The IFA shall be billed on a monthly basis for fees and expenses relating to the Services. Such monthly billing statements must include detailed time entries. Total remuneration under this Agreement, including all fees and expenses, shall not exceed _____ dollars (\$_____) over the Initial Term (as defined below). In the event the Services continue beyond the Initial Term set out in this Agreement, this fee arrangement is subject to review, extension, and increase at the discretion of the IFA in consultation with the Service Provider based on the need for the continued Services. The IFA will not compensate the Service Provider for time spent responding to audit response letters, and will not pay the Service Provider to apprise other staff of the status and extent of work completed due to staffing changes made by the Service Provider.
3. **Term.** The term of this Agreement shall commence on _____, 20__ and shall remain in effect through _____, 20__ (the “Initial Term”), unless renewed or extended by mutual agreement of the parties in accordance with section 36, or unless earlier terminated in accordance with the provisions of this Agreement.
4. **Access to Records.** The Service Provider and its approved assignees and subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the Initial Term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the IFA or its authorized designees. Copies shall be furnished at no cost to the IFA if requested.
5. **Assignment; Successors.** The Service Provider binds its successors and assignees to all the terms and conditions of this Agreement. The Service Provider shall not assign or subcontract the whole or any part of this Agreement without the IFA’s prior written consent. The Service Provider may assign its right to receive payments to such third parties as the Service Provider may desire without the prior

written consent of the IFA, provided that the Service Provider gives written notice (including evidence of such assignment) to the IFA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

6. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Agreement, the Service Provider assigns to the IFA all right, title and interest in and to any claims the Service Provider now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.
7. **Audits.** The Service Provider acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq. and audit guidelines specified by the State of Indiana (the "State").
8. **Authority to Bind Service Provider.** The signatory for the Service Provider represents that he/she has been duly authorized to execute this Agreement on behalf of the Service Provider, and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Service Provider when his/her signature is affixed, and accepted by the IFA.
9. **Changes in Work.** The Service Provider shall not commence any additional work or change the scope of the work until authorized in writing by the IFA. The Service Provider shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

10. Compliance with Laws.

- A. The Service Provider shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or amendment of any applicable state or federal statute, or the promulgation of rules or regulations thereunder, after execution of this Agreement shall be reviewed by the IFA and the Service Provider to determine whether the provisions of this Agreement require formal modification.
- B. The Service Provider and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IFA or the State, as set forth in IC § 4-2-6 et seq., IC § 4-2-7 et seq., and the regulations promulgated thereunder. If the Service Provider has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Service Provider shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement. If the Service Provider is not familiar with these ethical requirements, the Service Provider should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at [<<<http://www.in.gov/ig/>>>](http://www.in.gov/ig/). If the Service Provider or its agents violate any applicable ethical standards, the IFA may, in its sole discretion, terminate this Agreement

immediately upon notice to the Service Provider. In addition, the Service Provider may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-1-4, and under any other applicable laws.

- C. The Service Provider certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the IFA or the State. Further, the Service Provider agrees that any payments due to the IFA or the State may be withheld from payments due to the Service Provider. Additionally, further work or payments may be withheld, delayed, or denied, and/or this Agreement suspended until the Service Provider is current in its payments and has submitted proof of such payment to the IFA or the State.
- D. The Service Provider warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the IFA or the State, and agrees that it will immediately notify the IFA of any such actions. During the term of such actions, the Service Provider agrees that the IFA may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- E. Any payments that IFA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Service Provider warrants that the Service Provider and its subcontractors, if any, shall obtain and maintain all required registrations, permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IFA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IFA.
- G. The Service Provider affirms that, if it is an entity described in IC Title 23, it is properly registered with and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:
 - (1) The Service Provider and any principals of the Service Provider certify that
 - i. the Service Provider, except for *de minimis* and nonsystematic violations, has not violated the terms of
 - 1. IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - 2. IC § 24-5-12 [Telephone Solicitations]; or
 - 3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three-hundred, sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - ii. the Service Provider will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC § 24-4.7 is preempted by federal law.

- (2) The Service Provider and any principals of the Service Provider certify that an affiliate or principal of the Service Provider and any agent acting on behalf of the Service Provider or on behalf of an affiliate or principal of the Service Provider, except for *de minimis* and nonsystematic violations
 - i. has not violated the terms of IC § 24-4.7 in the previous three- hundred, sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - ii. will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment. All Services provided by the Service Provider under this Agreement must be performed to the IFA's reasonable satisfaction, as determined at the discretion of the undersigned IFA representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IFA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement, or performed in violation of any federal, state, or local statute, ordinance, rule or regulation.

12. Confidentiality of IFA Information. The Service Provider understands and agrees that data, materials, and information disclosed to the Service Provider may contain confidential and protected information. The Service Provider covenants that data, material, and information gathered, based upon, or disclosed to the Service Provider for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the IFA.

13. Continuity of Services.

- A.** The Service Provider recognizes that the Services to be performed under this Agreement are vital to the IFA and must be continued without interruption and that, upon Agreement expiration, a successor, either the IFA or another service provider, may continue them. The Service Provider agrees to:
 - i. Furnish phase-in training; and
 - ii. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor
- B.** The Service Provider shall, upon the IFA's written notice:
 - i. Perform transition services for up to sixty (60) days after this Agreement expires; and
 - ii. Negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the IFA's approval. The Service Provider shall provide sufficient experienced personnel during the transition period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

- C. The Service Provider shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Service Provider also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Service Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Service Provider shall be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from the transition.)

14. Debarment and Suspension.

- A. The Service Provider certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Service Provider.
- B. The Service Provider certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Service Provider shall immediately notify the IFA if any subcontractor becomes debarred or suspended, and shall, at the IFA’s request, take all steps required by the IFA to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

15. Default by the IFA. If the IFA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Agreement, the Service Provider may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Agreement, the Service Provider and the IFA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Service Provider agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Service Provider fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IFA, the

State, or the Service Provider as a result of such failure to proceed shall be borne by the Service Provider.

- C. The IFA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IFA to the Service Provider of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Service Provider to terminate this Agreement, and the Service Provider may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Service Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Service Provider will give written notice to the IFA within ten (10) days after receiving actual notice that the Service Provider or an employee of the Service Provider in the State, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the IFA for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Service Provider hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Service Provider and made a part of the contract or agreement as part of the contract documents.

The Service Provider certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Service Provider's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Service Provider of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the IFA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Service Provider swears or affirms under the penalties of perjury that the Service Provider does not knowingly employ an unauthorized alien. The Service Provider further agrees that:

- A. The Service Provider shall not knowingly employ or contract with an unauthorized alien. The Service Provider shall not retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien.
- B. The Service Provider shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the Service Provider that the subcontractor does not knowingly employ or contract with an unauthorized alien. The Service Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The IFA may terminate this Agreement for default if the Service Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by the IFA.

19. Employment Option. If the IFA determines that it would be in the IFA's or the State's best interest to hire an employee of the Service Provider, the Service Provider will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the IFA or the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental

bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State and suit, if any, must be brought in the State of Indiana, County of Marion. The Service Provider specifically consents to this jurisdiction and venue.

23. Indemnification. The Service Provider agrees to indemnify, defend, and hold harmless the IFA and the State, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Service Provider and/or its subcontractors, if any, in the performance of this Agreement. The IFA and the State shall **not** provide such indemnification to the Service Provider.

24. Independent Service Provider; Workers’ Compensation Insurance. The Service Provider is performing as an independent entity under this Agreement. No part of this Agreement, shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Service Provider, upon request from the IFA, shall provide all necessary unemployment and workers’ compensation insurance for the Service Provider’s employees, and a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

25. Insurance.

A. The Service Provider and its subcontractors (if any) shall secure and keep in force during the term of this Agreement, the following insurance coverages (if applicable), covering the Service Provider for any and all claims of any nature which may in any manner arise out of or result from the Service Provider’s performance under this Agreement:

- 1)** Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the IFA or

the State. The IFA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

- 2) Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The IFA is to be named as an additional insured on a primary, non-contributory basis.
- 3) Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the IFA shall continue for a period of two (2) years after the date of service provided under this Agreement.
- 4) Fiduciary Liability is required if the Service Provider is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
- 5) Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
- 6) The Service Provider shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
- 7) The Service Provider, upon request of the IFA, shall provide proof of such insurance coverage by tendering to the undersigned IFA representative, a certificate of insurance prior to the commencement of this Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the Services provided under this Agreement involve work outside of the State.

B. The Service Provider's insurance coverage must meet the following additional requirements:

- 1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- 2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Service Provider.
- 3) The IFA and the State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Service Provider in excess of the minimum requirements

set forth above. The duty to indemnify the IFA and the State under this Agreement shall not be limited by the insurance required in this Agreement.

- 4) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the IFA.
- 5) The Service Provider waives and agrees to require their insurer to waive their rights of subrogation against the IFA and the State.

C. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the IFA to immediately terminate this Agreement. The Service Provider, upon request from the IFA, shall furnish a certificate of insurance and all endorsements to the IFA before commencement of this Agreement.

26. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the Services offered under the Agreement, the parties agree that should such individual(s) separate employment from the Service Provider during the term of this Agreement for whatever reason, the IFA shall have the right to terminate this Agreement upon thirty (30) days' prior written notice.
- B. In the event that the Service Provider is an individual, that individual shall be considered a key person and, as such, essential to this Agreement. Substitution of another for the Service Provider shall not be permitted without express written consent of the IFA.
- C. Nothing in sections A and B, above shall be construed to prevent the Service Provider from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Service Provider shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Agreement is _____.

27. Licensing Standards. The Service Provider and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards, and any other laws, rules, or regulations governing services to be provided by the Service Provider pursuant to this Agreement. The IFA will not pay the Service Provider for any Services performed when the Service Provider or its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against the applicable license, certification, or accreditation, the Service

Provider shall notify the IFA immediately and the IFA, at its option, may immediately terminate this Agreement.

28. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

29. Minority and Women Business Enterprise Compliance. The Service Provider agrees to comply fully with the provisions of the Service Provider's MBE/WBE participation plan. The Service Provider, upon request from the IFA, shall furnish a copy of the Service Provider's MBE/WBE participation plan.

30. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Service Provider covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Service Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of Services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the IFA and any applicant or employee of the Service Provider or any subcontractor.

31. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first- class mail or via a third-party commercial carrier to the following addresses, unless otherwise specifically advised.

A. Notices to the IFA shall be sent to:

Indiana Finance Authority

One North Capitol Avenue

Suite 900

Indianapolis, IN 46204

Phone: (317) 233-4332

Fax: (317) 232-6786

Attn: James P. McGoff, Director of Environmental Programs

- B. Notices to the Service Provider shall be sent to:

[SERVICE PROVIDER NAME]

[SERVICE PROVIDER ADDRESS]

Phone: _____

Fax: _____

Attn: _____

- 32. Order of Precedence; Incorporation by Reference; Interpretation.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by the IFA, and (3) attachments prepared by the Service Provider. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the IFA solely by virtue of the IFA or its representatives having drafted all or any portion of this Agreement.

33. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Service Provider prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Service Provider transfers and assigns any ownership claims to the IFA so that all Materials will be the property of the IFA. If ownership interest in the Materials cannot be assigned to the IFA, the Service Provider grants the IFA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Service Provider, without the prior written consent of the IFA, is prohibited. During the performance of this Agreement, the Service Provider shall be responsible for any loss of or damage to the Materials developed for or supplied by the IFA and used to develop or assist in the Services provided while the Materials are in the possession of the Service Provider. Any loss or damage thereto shall be restored at the Service Provider's expense. The Service Provider shall provide the IFA full, immediate, and unrestricted access to the Materials and to the Service Provider's work product during the term of this Agreement.

- 34. Penalties/Interest/Attorney's Fees.** The IFA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1, and IC § 34-52-2-3. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the IFA's failure to make prompt payment shall be based solely on the amount of funding originating from the IFA and shall not be based on funding from federal or other sources.

- 35. Progress Reports.** The Service Provider shall submit progress reports to the IFA upon request. The report shall be oral, unless the IFA, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the IFA that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
- 36. Renewal Option; Extension Upon Mutual Agreement.** This Agreement may be renewed under the same terms and conditions, subject to the approval of the IFA and the Service Provider. The term of the renewed agreement may not be longer than the term of the original Agreement. Notwithstanding anything in the foregoing to the contrary, the term of the Agreement may be extended on the same terms and conditions on a month-to-month basis upon the expiration of the Initial Term. Any such extension shall be set forth in writing and signed by both parties.
- 37. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.
- 38. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions, and any written amendments or supplements.
- 39. Taxes.** The IFA is exempt from most state and local taxes and many federal taxes. The IFA will not be responsible for any taxes levied on the Service Provider as a result of this Agreement.
- 40. Termination at Will.** This Agreement may be terminated, in whole or in part, by the IFA whenever, for any reason, the IFA determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Service Provider of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Service Provider shall be compensated for Services properly rendered prior to the effective date of termination. The IFA will not be liable for services performed or costs incurred after the effective date of termination. The Service Provider shall be compensated for services herein provided, but in no case shall total payment made to the Service Provider exceed the original contract price, or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
- 41. Termination for Default**
- A.** Upon thirty (30) days' notice to the Service Provider, the IFA may terminate this Agreement in whole or in part if the Service Provider fails to:
- 1)** Correct or cure any breach of this Agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the IFA determines progress is being made and the extension is agreed to by the parties;
 - 2)** Deliver the supplies or perform the Services within the time specified in this Agreement or any extension;

- 3) Make progress so as to endanger performance of this Agreement; or
- 4) Perform any of the other provisions of this Agreement.

- B. If the IFA terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner the IFA considers appropriate, supplies or services similar to those terminated, and the Service Provider will be liable to the IFA for any excess costs for those supplies or services. However, the Service Provider shall continue the work not terminated.
 - C. The IFA shall pay the contract price for completed supplies delivered and Services accepted. The Service Provider and the IFA shall agree on the amount of payment for manufacturing materials delivered and accepted, and for the protection and preservation of the property. Failure to agree will be a dispute under the provisions governing disputes. The IFA may withhold from these amounts any sum the IFA determines to be necessary to protect the IFA against loss because of outstanding liens or claims of former lien holders.
 - D. The rights and remedies of the IFA in this clause are in addition to any other rights and remedies provided by law, equity, or under this Agreement.
- 42. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Service Provider for travel will be reimbursed at the current rate paid by the IFA, and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed and approved in advance by the IFA both for availability of funds and for appropriateness per Circular guidelines.
- 43. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the IFA's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Service Provider shall be and remain liable to the IFA in accordance with applicable law for all damages to the IFA caused by the Service Provider's negligent performance of any of the Services furnished under this Agreement.
- 44. Work Standards.** The Service Provider shall execute its responsibilities by following and applying at all times the highest professional, technical guidelines and standards. If, in its sole discretion, the IFA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the IFA may request in writing the replacement of any or all such individuals, and the Service Provider shall grant such request. The Service Provider shall not be entitled to compensation for the time necessary to familiarize replacement personnel with the status of the Services provided and to be provided.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Service Provider, or that he/she is the properly authorized representative, agent, member or officer of the Service Provider, that he/she has not, nor has any other member, employee, representative, agent, or officer of the Service Provider, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement, other than that which appears upon the face of this Agreement.

In Witness Whereof, the Service Provider and the IFA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

[SERVICE PROVIDER NAME]:

By: _____

Printed Name: _____

Title: _____

Date: _____

INDIANA FINANCE AUTHORITY:

By: _____